Empire Auto Protect
8 The Green Suite #11230
Dover, DE 19901
(888) 345-0084

[redacted]

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles with fewer than 200,000 miles may qualify for additional coverage, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

[redacted]

Your Protection Specialist

IMPORTANT CONTACT NUMBERS:

Claims: (877) 674-6123

Roadside: (877) 919-0901

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown. We have also provided ID cards on the last page of this booklet with valuable information that can be used in the event of a breakdown.

Get your Home Protected by calling (888) 211-4182

empirehomeprotect.com

Administrative Office:
Magellan Service Corporation
8220 San Pedro NE Ste. 515
Albuquerque, NM 87113
Tel: 877-674-6123

AGREEMENT NUMBER [redacted]

Application Page **VEHICLE SERVICE AGREEMENT**

Vehicle Information:				
Year 2021	Make AUDI	Vehicle Model A5	VIN # (Vehicle Identification Number 17 Digits) [redacted]	Mileage at Time of Sale [redacted]
Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date 01/03/2025	Agreement Purchase Price [redacted]	

Optional Equipment Surcharge – Must be identified at time of purchase for coverage to apply (See Section II for Coverage details)

☑ **4x4/AWD** ☑ **Turbo/Supercharger** ☐ **Diesel/Turbo Diesel** ☐ **Hybrid/Electric Vehicle** ☐ **Rideshare** ☐ **Commercial Use** ☐ **Modified**

Purchaser Information:				
Last Name [redacted]	First Name [redacted]	Middle Initial	E-Mail Address [redacted]	
Address [redacted]	City [redacted]	State [redacted]	Zip [redacted]	Telephone [redacted]

Dealer/Seller Information:			
Dealer/Seller Name Empire Auto Protect			Telephone (888) 345-0084
Address 8 The Green Suite #11230	City Dover	State DE	Zip Code 19901

Lienholder Information:			
Lienholder Name Mepco Finance Corporation			Telephone (800) 397-6767
Address 10 South LaSalle Street Suite 2310	City Chicago	State IL	Zip Code 60603

Agreement Information:	
Coverage Level *(You may select (✓) only one coverage. See Section II Coverage for details)* ☑ **Platinum**	**Deductible** ☑ **$100**

Coverage begins 30 days after the Agreement Purchase date and expires upon the passing of the number of months specified below or when the Covered Vehicle's odometer reaches the expiration mileage, whichever occurs first**. Agreement Period means the date Coverage begins, 30 days from Purchase Date. (30 day WAITING PERIOD)**

Agreement Term 36 Months 150,000 Miles

Acceptance of Terms, Conditions and Coverage

The **Agreement** that **You** are purchasing is between **You** and **Administrator/Obligor**. **You** will be notified by the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements shown on the coverage pages. **You** acknowledge **Your** understanding of the Dispute Resolution/Arbitration Agreement and Class Action Waiver in this **Agreement**. **You** further understand that this **Agreement** is not required to obtain financing for the vehicle and **Your** acceptance of this coverage is voluntary. This **Agreement** is based on information **You** provided on this Application Page and acknowledge receipt of **Your** copy of this **Agreement**.

[redacted] 01/03/2025 [redacted]

Customer Signature Date Seller Signature

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **TO FILE A CLAIM CALL: TOLL FREE 877-674-6123**

This is not a Vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

I. DEFINITIONS

Administrator/Obligor ("We", "Us", "Our") - Magellan Service Corporation 8220 San Pedro Dr. NE Ste. 515, Albuquerque, NM 87113 (877)674-6123 who is the
Administrator/Obligor to this **Agreement** except in the state of Oklahoma. In the state of Oklahoma, the **Obligor** is Minnehoma Automobile Association, Inc. (OK License Number 60033).
Agreement - This Vehicle Service **Agreement** providing mechanical repair service which is a contract between **You** and **Us**.
Agreement Term – The number of Months and Miles (selected on the Application Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.
Agreement Period means the date Coverage begins, which is 30 days from Purchase Date. (**30 day WAITING PERIOD**)
Breakdown – The inability of a Covered Part to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship**.** This includes the gradual reduction in operating performance due to wear and tear**.**
Commercial Use – Includes use of **Your Vehicle** for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, snowplowing and company pool use or business travel when the **Vehicle** is used by more than one driver. Commercial use is excluded under this Agreement, unless surcharge selected and paid for.
Cost – The reasonable retail market value for parts and labor necessary to repair covered parts. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like, kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer's suggested retail price. Labor time will be reimbursed using nationally recognized labor time standards.**
Covered Part – The OEM parts listed under the Coverage Plan of Section II – Coverage that corresponds to the Coverage Plan **You** selected on the Application Page of this Agreement.
Curb: A stone or concrete edging to a street.
Dealer/Seller – The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Application Page under Dealer/Seller Information. **Deductible** – The amount **You** must pay toward covered repairs per repair visit as indicated on the Application Page of this Agreement. Your Deductible is $100 you will be charged a deductible for covered repairs. Deductible applies to all benefits in this agreement except those listed under Optional Coverages and Additional Benefits in Section II – Coverage.
Expiration Mileage – Expiration Mileage is calculated by adding the Mileage At Time of Dale and the Term Mileage.
Modified- mean up to a 6 Inch Lift or 4 Inch Drop
Pre-Existing Conditions – A condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.
Repairs or Services – Refers to those types of services as described in this **Agreement** under Section II. – Coverage.
Ride Share (with paid surcharge)- A privately owned vehicle in service used for Uber, Lyft, etc.
Road Hazard: Objects and road conditions not normally found in the roadway, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage other than wear and tear.
Vehicle or **Covered Vehicle** – The Vehicle described on the Application Page under Vehicle Information.
Warranty – Any warranty of the manufacturer or any other warranty required by a state or given by a **Dealer/Seller** or **Repair Facility**.
You or **Your** – The purchaser of this **Agreement** identified on the Application Page under Purchaser Information.

II. COVERAGE

Coverage - During the **Agreement** Term **We** will cover the necessary **Cost** to pay a repair facility, or at **Our** option, reimburse **You** the **Cost** to remedy any Breakdown of the parts listed below. We **DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications. MAINTENANCE REQUIREMENTS: You must have Your Vehicle checked and serviced in accordance with the Manufacturer's (MFR) recommendations as outlined in the Owner's Manual provided by the Manufacturer or according to the terms in the this Agreement.**

PLATINUM COVERAGE

1. **We** will cover the necessary **Costs** of repairs for any **Breakdown** to **Your Vehicle,** less payment of the **Deductible** amount per repair visit selected on the Application Page of this **Agreement,** except for terms listed under **Section V – Exclusions- What this Agreement Does Not Cover.** Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and tear and use, when the wear exceeds the manufacturer's specifications.
   EXCLUSIONARY COVERAGE: All major vehicle and mechanical components are covered unless specifically excluded in section V.

SELECT EQUIPMENT MANDATORY SURCHARGES

We will cover the factory authorized Select Equipment parts You indicated on the Application Page provided the appropriate fee is paid and received by **Us**. The parts must be manufacturer installed parts that were covered under the original manufacturer new car Warranty and included on the Vehicle at the time of delivery to **You**.

ADDITIONAL COVERAGES

The following benefits are provided to You with any Coverage Plan under this Agreement.

Substitute Transportation – In the event of a **Breakdown** of a Covered Part, **You** will be reimbursed for expenses incurred for substitute transportation up to fifty dollars ($40.00) per day, for up to five (5) days, not to exceed $200.00 per occurrence. To qualify for the first day of substitute transportation reimbursement, the **Vehicle** must be held overnight at the **repair facility** and the covered repairs exceed eight (8) labor hours as defined by a nationally recognized labor guide. Substitute transportation must be provided by a nationally recognized rental, Rideshare, or taxi company.

EMERGENCY ROADSIDE ASSISTANCE AND TOWING

For Roadside assistance please call: 1 (877) 919-0901

- **Tire Changes:** Service provider will come to vehicle location and replace flat tire with Customer's inflated spare. Repair or replacement cost of tire is responsibility of Customer.
- **Emergency Fluid delivery:** Service provider will come to vehicle location to deliver normal types of emergency fluids needed to get the vehicle to the nearest service facility, i.e. gas, oil, water, etc. Cost of fluids will be responsibility of Customer.
- **Dead battery jump-starts:** Service provider will come to vehicle location to jump-start a dead battery**.**
- **Lockout services:** Service provider will come to vehicle location to unlock the doors of the vehicle or provide assistance if the key is lost or broken. Cost of key replacement(s) will be Customer's responsibility.
- **Towing:** Service Provider will tow the vehicle as defined under Program Parameters of this Work Order. Towing under Roadside Assistance does not include Accident scene or Secondary tow services for vehicles involved in collisions.
- **Gone-on-Arrival:** Whereby SP was dispatched but the vehicle was not at the location

All Emergency Roadside Assistance and Towing Service events have a cost limit per event of $100.00. Should the customer request a service that exceeds that limit, the customer will be responsible for any excess cost and pay directly for same at the time of requesting the service. Winching (usually up to 20 feet from road depending on SP's equipment) will be included in the Roadside Services provided for the passenger vehicle subject to the $75.00 cost per event limit and excess cost payment requirements referred to above.

For Roadside assistance please call: 1 (877) 919-0901

III. CLAIM PROCEDURES

Filing a Claim –

You are responsible for all expenses and repair costs if it is determined that the failure reported is not covered under this Agreement. If Your Vehicle incurs failure, it is Your responsibility to ensure that You and the repair facility follow the procedures listed below. If Your Vehicle incurs a failure, You must take the following steps to file a claim:

1. **Contact the Administrator's claim center before any repair or replacement have begun by calling [877-674-6123]. The claim center will initiate a claim and issue You a claim number.**
2. **Take Your Vehicle to any licensed repair facility and provide repair facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.**
3. **Repair Authorization – Prior to any repair or replacement being made, the repair facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted [Monday through Friday, 7:00 a.m. to 6:00 p.m. MST] at [877-674-61231]. No repairs are to be made on Your Vehicle until Your claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered.**

   If You require services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any diagnostic time needed to determine whether You have a covered failure. If You reasonably determine that You have a covered failure and You choose to have Your Vehicle repaired outside of regular business hours, You are responsible for paying for the Repairs. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered failure. If the Administrator determines that there was a

covered failure under this Agreement, then We will pay You in accordance with the terms and conditions of this Agreement.

4. **Authorize the repair facility to perform necessary diagnostic work so that the repair facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is Your responsibility unless specified otherwise in the Coverage section of this Agreement.**
5. **Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.**
6. **After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.**
7. **Payment of Claims - To obtain payment for a covered repair You, or the repair facility must submit a legible copy or original repair order to the Administrator. Repair orders must be legible and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, Vehicle identification number, Vehicle mileage, year, make and model. The claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

IV. TERMS AND CONDITIONS

This **Agreement** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement**. The benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

1. This **Agreement** is between the **Purchaser** of the **Agreement** (**You**) and the **Administrator/Obligor** and applies only to the **Vehicle** identified in the Application Page under the Vehicle Information section. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement.**
2. **Agreement Period** – Unless specified herein, the **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of months or miles selected, whichever occurs first. For the Wrap Coverage Plan, the term begins on the original in-service date and zero miles and expires after the number of months and miles indicated or once the manufacturer's original powertrain warranty has elapsed.
3. **If You have Other Coverage:** If **You** have any other coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this **Agreement**.
4. **Limit of Liability** - This **Agreement** is for the sole benefit of **You** (the purchaser named on the Application Page) and applies only to the **Vehicle**. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the **Repairs** performed under this **Agreement**. The total of all benefits paid or payable under this **Agreement** shall not exceed the purchase price of the **Vehicle**. In no event will **Our** liability for all total repair visits under this contract term exceed the lessor of $10,000 or the average retail value of the **Vehicle** as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.
5. **Odometer** – **You**r odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the **Agreement** without cancellation. No refund will be paid.
6. **You** are responsible for properly maintaining the **Vehicle** in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
7. **Coverage** is limited to the repair or replacement of stated components.
8. **Failure** of a covered component must occur while the **Agreement** is in force.
9. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**.
10. **You** must provide your **Agreement** number when contacting the **Administrator**.
11. **Administrator** does not allow any third party to create any obligation or liability in connection with this **Agreement.**
12. The **Dealer/Seller** is not an agent of the **Administrator.**
13. **Notice to Consumers**: The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.

14. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
15. **You** are covered during the **Agreement Term.** This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **Non-Mechanical or non-Electrical failures, including upholstery, convertible tops, paint, anti-theft systems, trim or molding.**
2. **Waste disposal charges, environmental fees, storage or freight charges, shop supplies, core charges, sales tax.**
3. **Pre-Existing Condition(s). Any Vehicle, at the time of claim, which is determined to have a Breakdown that is due to a condition which indicates the Vehicle was not in good working order at the time this Agreement was purchased on the Vehicle.**
4. **Components not listed under Your selected Coverage Plan.**
5. **Repairs performed without Administrator's prior authorization.**
6. **Adjustments, repositioning or noise/odor corrections or water leaks.**
7. **For costs covered by any Warranty, manufacturer recall, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.**
8. **For a Breakdown caused by or involving collision, flood, fire, theft, conditions of the environment, regardless of the cause.**
9. **Damage that results from someone altering or modifying (unless applicable surcharge selected), the Vehicle from the original manufacturer's specification regardless of when and where the modifications were made.**
10. **Repairs caused by the misuse of the Vehicle, tampering with the Vehicle, improper adjustments, improper fuels, fluids, lubricants or grease; improper maintenance, or failing to maintain the Vehicle in accordance with the manufacturer's recommendations.**
11. **Breakdown of a covered component caused by a non-covered component, previous or improper repairs and repairs performed due to an improper diagnosis.**
12. **For any Breakdown caused by contamination, overheating, sludge, restricted oil flow, lack of qualities or quantities of coolant, lubricants or fluids.**
13. **Parts and labor needed to maintain Your Vehicle or parts of the Vehicle that require regular maintenance as recommended by the manufacturer's maintenance or replacement intervals Unless specifically indicated under the Additional Benefits section above.**
14. **Fuses, circuit breakers, speakers, standard transmission clutch assemblies, friction clutch disc, pressure plate and oversized/undersized tires.**
15. **Fluid leaks or damage caused by fluid leaks; Breakdown caused by sludge or water ingestion.**
16. **Freon, Filters are not covered. Fluids are not covered unless required in conjunction with repair or replacement of a Covered Part.**
17. **Consequential loss or damage whatsoever, including loss, damage or injury to person(s) or property resulting from the Breakdown of any parts of Your Vehicle, the replacement of which are covered under the terms and conditions of this Agreement.**
18. **Failed seals or gaskets will not be replaced when the cause of Breakdown is the result of overheating, lack of lubrication or lack of fluids.**
19. **Hydraulic suspension, air bladder suspension, F1 clutches, or Turbo/superchargers, unless the appropriate Select Equipment Mandatory Surcharge has been selected and paid for to us at the Agreement is remitted to Us.**
20. **Performance parts unless specifically covered herein.**
21. **Your Vehicle being used for any type of Commercial Use (unless applicable surcharge selected), snow plowing, competition or speed events.**
22. **Fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement.**
23. **Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada.**
24. **Repairs if Your Vehicle has been declared a total loss, salvaged or junk vehicle.**
25. **For repairs of water and air leak, rattles, squeaks and wind noise.**
26. **For repairs made solely to maintain any governmental emission standards.**

27. **Any Breakdown caused by acts of crime or nature including but not limited to falling objects, theft, larceny, explosion, lightning, earthquake, hail, water, flood, freezing temperatures, and vandalism.**
28. **Battery, mobile connector, wall connector, any future connectors, and any related charging adapters, interior LEF lighting standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems including airbags, glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, speakers, brake rotors, and drums, manual clutch, all exhaust and emission components, or bolts and nuts unless required in conjunction with a covered repair.**
29. **Any claim for any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted, or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems due to the replacement of an obsolete, superseded, redesigned, or unavailable part.**
30. **Any invoice presented to Us for payment where the repairs performed are not consistent with the failure described or the authorization issued.**
31. **Liability for consequential or incidental damage to property or injury or death of any person.**
32. **Replacement of any wheels for any reason is excluded. This includes wheels damaged by impact with a Curb/Road Hazard that are deemed non-repairable**
33. **Any Maintenance services and parts described in the vehicle's MFR Schedule**
34. **Any Pre-existing Conditions**
35. **Roadside Assistance Exclusions: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site; (3) Trucks over one and a half ton capacity; (4) Service for any vehicles in tow; (5) Any and all fines; (6) Damage or disablement due to fire, flood or vandalism; (7) Towing from a service station, garage or repair shop. Service or repair work performed at a service station, garage or repair shop; (8) Service on a Vehicle that is not in a safe condition to be towed; (9) Non-emergency towing or other non-emergency service; (10) Impound towing or towing by other than an authorized service provider; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; (11) Vehicle storage charges; (12) Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony; (13) Repeated service calls for a Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted; (14) Service secured through any other source other than this program.**

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT

VI. CANCELLATION OF THIS AGREEMENT

You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** including a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro rata refund of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less any claims paid, and less a fifty dollars ($50) cancellation fee. After thirty (30) days, **We** may cancel this Agreement for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on Your **Agreement**. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A

check for a one hundred-dollar ($100) transfer fee; (2) A copy of the Application Page of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

If **You** do not request the transfer of the **Agreement** to the new owner the **Agreement** shall terminate. To receive a refund of the unearned **Agreement** Price You must: (1) notify **Us** in writing within thirty (30) days of the sale and (2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle.** This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a Dealer or entity in the business of selling, trading or leasing vehicles in any event.**

VIII. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision

regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 7787879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed $25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT.

IX. INSURANCE STATEMENT

Our obligations under this Contract are fully insured by a Contractual Liability Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If You have not received either payment of a claim or a refund for the cancellation of Your Contract within sixty (60) days after proof of loss has been filed, or Your request for cancellation has been submitted to the Administrator, You may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 800.331.3780.

X. STATE DISCLOSURES

No State Requirements.